

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

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CIVIL ACTION NO. 04CV30215-KPN
U.S. DISTRICT COURT
DISTRICT OF MASS.

BRIAN JONES,
Plaintiff,

vs.

THE URBAN LEAGUE OF
SPRINGFIELD, INC. AND CAMP
ATWATER,
Defendants.

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DEFENDANT'S ANSWER TO
COMPLAINT

FIRST DEFENSE

1. The Defendant Urban League of Springfield, Inc. ("Urban League") does not plead to paragraph 1 since it does not require an answer.
2. The Urban League denies the allegations in paragraph 2.
3. The Urban League denies the allegations in paragraph 3.
4. The Urban League is without sufficient information to form a belief as to the truthfulness of paragraph 4 and therefore denies same except to admit the Plaintiff is a male.
5. The Defendant Urban League admits the allegations in paragraph 5.
6. The Defendant Urban League denies the allegations in paragraph 6 stating "Camp Atwater" is not a subsidiary of the Urban League but rather the designation of a summer camping program conducted by the Urban League.
7. The Urban League denies the allegations in paragraph 7.

8. The Urban League denies the allegations in paragraph 8.
9. The Urban League denies the allegations in paragraph 9.
10. The Urban League denies the allegations in paragraph 10.
11. The Urban League denies the allegation in paragraph 11.
12. The Urban League is without sufficient information to form a belief as to the truthfulness of paragraph 12 and therefore denies same.
13. The Urban League is without sufficient information to form a belief as to the truthfulness of paragraph 13 and therefore denies same.
14. The Urban League is without sufficient information to form a belief as to the truthfulness of paragraph 14 and therefore denies same except to admit venue is proper in this district.
15. The Urban League denies the allegations in paragraph 15 except to admit the Plaintiff was hired as an employee of the Urban League to work in food services for a limited period of time during the summer of 2003.
16. The Urban League is without sufficient information to form a belief as to the truthfulness of paragraph 16 and therefore denies same except to admit the Plaintiff lived on the premises known as Camp Atwater for a brief period while he was employed by the Urban League.
17. The Urban League denies the allegations in paragraph 17.
18. The Urban League is without sufficient information to form a belief as to the truthfulness of paragraph 18 since it cannot reasonably determine what is meant by the word “comments” and therefore denies same.

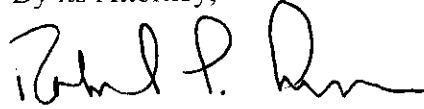
19. The Urban League denies the allegations in paragraph 19.
20. The Urban League denies the allegations in paragraph 20.
21. The Urban League denies the allegations in paragraph 21.
22. The Urban League denies the allegations in paragraph 22.
23. The Urban League is without sufficient information to form a belief as to the truthfulness of paragraph 23 and therefore denies same.
24. The Urban League denies the allegations in paragraph 24.
25. The Urban League is without sufficient information to form a belief as to the truthfulness of paragraph 25 and therefore denies same.
26. The Urban League denies the allegations in paragraph 26.
27. The Urban League denies the allegations in paragraph 27.
28. The Urban League denies the allegations in paragraph 28.
29. The Urban League repeats its answers to paragraphs 1 through 28 in answer to paragraph 29.
30. The Urban League denies the allegations in paragraph 30.
31. The Urban League denies the allegations in paragraph 31.
32. The Urban League repeats its answers to paragraphs 1 through 31 in answer to paragraph 32.
33. The Urban League denies the allegations in paragraph 33.
34. The Urban League denies the allegations in paragraph 34.

SECOND DEFENSE

There is a lack of subject matter jurisdiction over the claims for relief.

THE DEFENDANT,
THE URBAN LEAGUE OF
SPRINGFIELD, INC.

By its Attorney,

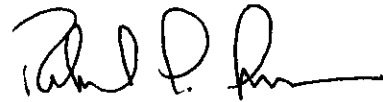


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CERTIFICATE OF SERVICE

I, Robert L. Leonard, Esq., hereby certify that on February 18, 2005 I served a copy of the foregoing document on the parties to the case by mailing a copy of the same postage prepaid to:

Suzanne Garrow, Esq.
Heisler, Feldman & McCormick, P.C.
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Springfield, MA 01103



Robert L. Leonard, Esq.